

INTERMUNICIPAL AGREEMENT

THIS INTERMUNICIPAL AGREEMENT (the "Agreement") is made according to General Municipal Law Section 119-o, effective as of July 1, 2025, by and between the Brockport Fire District, a municipal corporation having offices at 38 Market Street, Brockport New York , 14420 (District), and the Village of Brockport, a municipal corporation having offices at 49 State Street, Brockport New York, 14420 ("Village").

WHEREAS, the District owns and maintains a 2017 Chevrolet Tahoe fire vehicle, VIN 1GNSKFEC0HR272281, identified herein as 2337 or Chevy Tahoe, with an estimated value of \$21,000. The district did by a separate resolution the District has determined 2337 to be surplus, and no longer necessary for the purposes of the fire district.

WHEREAS the District is willing to transfer to the Village the Chevrolet Tahoe in consideration for the responsibilities that the Village will undertake as herein set forth herein.

WHEREAS the Village is interested in acquiring this vehicle to be used as the operating vehicle for a Drone program that the Brockport Police Department is in the process of undertaking.

WHEREAS both parties acknowledge that the value of the vehicle and the cost of refurbishing the Chevrolet Tahoe to accommodate the needs of the Drone program are as set forth in the report of the assistant fire chief attached hereto; and

WHEREAS the parties desire to enter into this Agreement to identify the duties and responsibilities of the parties for the use, operation, and storage of the Drone, and the Chevrolet Tahoe to be acquired by the Village; and

WHEREAS, the District has authorized this Agreement according to a resolution adopted by the Board of Fire Commissioners of the Brockport Fire District and the Village of Brockport Board of Trustees has approved this Agreement according to Resolution No. _ of 2025, adopted on _____, 2025.

NOW THEREFORE, in consideration of the terms and conditions herein, it is hereby agreed by and between the parties as follows:

Section 1. Scope

A. Brockport Fire District Responsibilities:

- i. The Fire District shall have no obligation to provide or pay for maintenance, repair, care, or other upkeep or expenses related to the Drone System, and transferring vehicle 2337 to the Village in consideration of the Villages responsibilities herein set forth.

B. Village of Brockport Responsibilities:

The Village of Brockport Police Department will take sole responsibility for the Chevrolet Tahoe.

The Village of Brockport Police Department will take sole responsibility for the maintenance, insurance and all costs pertaining to the Chevrolet Tahoe.

The Village of Brockport Police Department will maintain a drone unit with licensed operators set forth by policies, procedures and general orders established by the Brockport Police Department.

The Village of Brockport will deploy the drone, Chevrolet Tahoe, and necessary personnel to incidents when requested by the Fire District, provided enough personnel are available. The Village of Brockport shall make its best efforts to deploy such personnel as its emergency needs allow.

The Village of Brockport Police Department will collaborate with fire district personnel for training and other public safety purposes as requested by the Brockport Fire Chief or his designee.

The Village of Brockport shall be responsible for any property and casualty insurance coverage regarding the drone and the Chevrolet Tahoe.

The Village of Brockport shall have the sole obligation to provide or pay for maintenance repair, care, or other upkeep or expenses related to The Chevrolet Tahoe, the drone, any all-related equipment including consumables and disposables and for providing and paying for fuel.

Section 2. Term

The term of this Agreement shall be for a period of two (2) years from July 1, 2025, through June 30, 2027, unless otherwise agreed by the further written agreement of the parties, or until terminated as herein provided.

Section 3. Termination

Either party may terminate this Agreement upon 60 days' prior written notice, sent by U.S. Mail, Certified, Return Receipt Requested, to the other party at the address set forth at the top of this Agreement.

Section 4. Liability and Indemnification

The Village of Brockport hereby covenants and agrees to indemnify, defend and hold harmless the Fire District and its officers, agents and employees from and against any claims, liabilities, obligations, damages, losses and expenses, whether contingent or otherwise, including reasonable attorney's fees and costs of defense, incurred by the Fire District as a result of the negligence, omission, breach, fault, or intentional misconduct of the Village of Brockport under this Agreement.

Section 5. Independent Contractor: Neither Party Deemed Agent

Neither party shall be deemed the agent of the other, except as specifically set forth herein.

Section 6. Prohibition Against Assignment, Transfer, and Subcontracting

The parties are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement or any of its contents, or any right, title or interest therein, or of the power to execute this Agreement, to any other person or corporation without the previous consent, in writing, of the other party.

Section 7. Preferred Status

The parties acknowledge and agree that the District has preferred use of the drone in that the district can call upon the Village Police Department for use of the drone unit to assist the District.

Section 8. Extent of Agreement

This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes all prior negotiations, agreements, and conditions, whether written or oral.

Section 9. Law

This Agreement shall be governed by and under the laws of the State of New York. If a dispute arises between the parties, the venue for resolving such dispute shall be the County of Monroe, State of New York.

Section 10. No Waiver

If either party does not strictly enforce the terms and conditions of this Agreement, such non-enforcement shall not function as or be deemed to function as a waiver or modification of this Agreement, nor shall such non-enforcement prevent either party from enforcing each term of this Agreement thereafter.

Section 11. Severability

If any provision of this Agreement is held invalid by a court of law, the remainder shall not be affected if such remainder would continue to conform to the laws of the State of New York.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

BROCKPORT FIRE DISTRICT

By: _____
Chairperson, Brockport Board of Fire Commissioners

VILLAGE OF BROCKPORT

By: _____
Mayor Ben Reed, Village of Brockport

VILLAGE OF BROCKPORT POLICE DEPARTMENT

By: _____
Paul G. Wheat, Chief of Police

STATE OF NEW YORK)
COUNTY OF
MONROE) SS:

On this ___ day of _____, 2025, before me, the subscriber, personally came Patricia Connors, to me known, who being by me duly sworn, did depose and say that she resides in the County of Monroe; that she is the Chairperson of the Board of Fire Commissioners for the Brockport Fire District described in and which executed the above instrument; and that he signed his name to the foregoing instrument by the authority vested in him by the laws of the State of New York.

Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE
) SS:

On this _____ day of, _____ 2025, before me the subscriber, Ben Reed, personally to me known, who being by me duly sworn, did depose and say that he is the Mayor of the Village of Brockport the municipal corporation described in and which executed the above agreement; that he signed his name to the foregoing instrument under the authority vested in him by the laws of the State of New York and the local laws and ordinances of the Village of Brockport.

Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE
) SS:

On this _____ day of, _____ 2025, before me the subscriber, Paul G. Wheat , personally to me known, who being by me duly sworn, did depose and say that he is the Chief of Police of the Village of Brockport Police Department described in and which executed the above agreement; that he signed his name to the foregoing instrument under the authority vested in him by the laws of the State of New York and the local laws and ordinances of the Village of Brockport.

Notary Public